

Serial No. 09/820,803

Filing Date: March 30, 2001

Amendment and Response to Final Office Action dated November 12, 2008

**Amendments to the Drawings:**

The Applicants respectfully assert that each objection to FIGs. 6-9, 11, and 13 listed in the November 12, 2008 Office Action was previously addressed in the Applicants' Office Action Response of September 19, 2007, when replacement figures for all 15 figures were submitted to the USPTO. For the Examiner's convenience, a copy of those replacement sheets is being submitted herewith. A copy of the replacement figures submitted on September 19, 2007 is also available through PAIRS. The Applicants respectfully assert that no new matter has been added to the drawings.

Attachment: Replacement Sheets for FIGs. 1-15

### **REMARKS**

Claims 1-2, 12-15, 24-25, 35-38, 56, 59-66, and 69-76 are pending in this application. Claims 17-23, 40-46, and 48-49 have previously been withdrawn from consideration. Claims 57-58 and 67-68 have been canceled, and Claims 3-11, 16, 26-34, 39, 47, and 50-55 have previously been cancelled. Claims 1, 12, 14-15, 24, 35, 37-38, 56, 59-66, and 69-76 have been amended. In light of the above-listed amendments and the remarks below, the Applicants respectfully assert that no new matter has been added, and the application is now in condition for allowance. The Applicants respectfully solicit an indication of such an allowance.

As stated above, the Applicants respectfully assert that the objections to the specification listed in the November 12, 2008 Office Action refer to the original specification submitted on March 30, 2001. However, a substitute specification was submitted on September 19, 2007 to address several other objections to the specification previously asserted by the Examiner. A copy of the substitute specification submitted on September 19, 2007 is available through PAIRS. As for the objections to the specification listed in the November 12, 2008 Office Action, the line spacing objection was previously addressed in the substitute specification submitted on September 19, 2007. The remaining objections to the specification listed in the November 12, 2008 are addressed in the amendment to the substitute specification listed above at page 2.

Also stated above, the Applicants respectfully assert that each objection to FIGs. 6-9, 11, and 13 listed in the November 12, 2008 Office Action was previously addressed in the Applicants' Office Action Response of September 19, 2007, when replacement figures for all 15 figures were submitted to the USPTO. For the Examiner's convenience, a copy of those replacement sheets is being submitted herewith. A copy of the replacement figures submitted on September 19, 2007 is also available through PAIRS. The Applicants respectfully assert that no new matter has been added to the drawings.

**Claim Rejections Under 35 U.S.C. § 112, First Paragraph & Second Paragraph**

Claims 1, 12, 15, 24, 38, 56-62, 64-72, and 74-76 were rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the enablement requirement. More particularly, the claims were rejected because the terms “setting a payer status” and “first payer status” are allegedly not found in the Applicants’ specification. While the Applicants respectfully assert that “payer status,” “setting a payer status,” and “first payer status” are discussed in paragraphs 21-33 of the Applicants’ specification, as a result of the amendments to the claims listed above, the claims no longer reference the terms “payer status,” “setting a payer status,” and “first payer status.” Therefore, the rejection to Claims 1, 12, 15, 24, 38, 56-62, 64-72, and 74-76 under 35 U.S.C. § 112, first paragraph, are now moot.

Additionally, Claims 1, 24, 56, 60-61, 66, 70-71, 74, and 76 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. More particularly the setting and/or determination of payer statuses is confusing and should be more clearly written. As a result of the amendments to the independent claims and the remarks pertaining to those amendments contained herein, the Applicants respectfully assert that the amended claims are now definite in that they each particularly point out and distinctly claim the subject matter which the Applicants regard as the invention.

**Claim Rejections Under 35 U.S.C. § 103(a)**

Claims 1, 2, 12-15, 24-25, 35-38 and 56-76 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,194,437 to Britto et al. (“*Britto*”) in view of U.S. Patent No. 6,311,170 to Embrey (“*Embrey*”). For at least the reasons outlined below, the Applicants respectfully assert that Claims 28-51 are allowable over the combination of *Britto* and *Embrey*.

*Britto* describes a service that collects credit and authentication information regarding at least one party on each side of a two-sided funds transfer transaction, receives funds transfer instructions from at least one party on a first side of the

transaction, and transmits payment instructions to complete the transaction upon successful completion of a transaction review process that utilizes the collected credit and/or authentication information. (*See Britto*, Col. 2, line 63 – Col. 3, line 6). The transaction review process described in *Britto* may include risk assessment or fraud check scoring provided by a party that is not directly associated with the funds transfer transaction, and the transaction review process may include authentication by an electronic check acceptance and/or guarantee service provider. (*See Britto*, Col. 3, lines 23-29). Further, *Britto* provides for the registration of users where users provide credit card and authentication information regarding the user that may be used during later funds transactions processing operations. (*See Britto* Col. 7, lines 39-59). In *Britto*, a payment request may be rejected or allowed to be processed based on the results of the fraud check/risk assessment processes, which may be conducted on the identity and/or credit/authentication information of both parties to the funds transfer transaction. (*See Britto* Col. 8 lines 5-62).

*Embrey* describes a service provider making payments, on behalf of the plurality of payor entities, to a plurality of payee entities where a trusted intermediary financial institution periodically receives payment information and payment authorization from the plurality of payor entities. (*See Embrey*, Abstract). *Embrey* further describes the service provider as being able to generate payment verification information (such as, for example, "positive pay" information) for the negotiable instrument and communicate the payment verification information to a trusted intermediary financial institution. (*See Embrey*, Col. 9, lines 5-9).

However, the Applicants respectfully contend that neither *Britto* nor *Embrey* teaches, suggests, or motivates the functionality described in at least amended independent Claim 1. Specifically, the Applicants contend that the combination of *Britto* and *Embrey* fails to teach or suggest the following claim elements of Claim 1 (similar claim elements are included in amended independent Claims 24 and 56):

*setting, at the processing agent, a registration status associated*

*with the network user to one of an open status or a closed status based at least in part on the determined credit risk, wherein the open status indicates the processing agent will process a payment request on behalf of the network user to at least one of a first set of payees, and wherein the closed status indicates the processing agent will process a payment request on behalf of the network user to only a second set of payees, wherein the second set of payees is a subset of the first set of payees; and*

*transmitting, from the processing agent, a payment screen, wherein the payment screen only allows payment to one of the payees of the second set of payees when the registration status associated with the network user is set to a closed status.*

(See, *supra*, Claim 1, *emphasis added*). As described in the Applicants' pending application:

[T]he processing agent 130 may be placed at financial risk in making payments on behalf of registered users. This is especially true when payments are made electronically, or otherwise drawn on an account belonging to the processing agent 130. Credit risk processing ameliorates this risk. The dual "open" and "closed" statuses enable users to be accepted as registered users even if they are unable to meet the credit risk processing standards . . . . [A] user having "open" status can direct payments to any payee, while a user having "closed" status can only direct payments to preferred payees. When payments are made to preferred payees, the processing agent 130 is not placed at financial risk, or is placed at only a reduced financial risk.

(See 09/820,803, paragraph 0107). This functionality is advantageous over systems like those described *Britto* and/or *Embrey*. The November 12, 2008 Office Action itself states that "Britto failed to disclose setting a payer status . . . based at least in part on the determined credit risk . . . . Britto failed to disclose, transmitting, subsequent to determining that the payer status is set to the first payer status, a payment screen, wherein the payment screen only allows payment to one of the payees of the first set of payees." (See November 12, 2008 Office Action pages 5-6). The Applicants further contend that, as amended, the claim elements of independent Claim 1 are not only not described in *Britto*, but *Embrey* also does not teach, suggest, or motivate such claim elements.

In contrast to the method described in amended independent Claim 1, nowhere in *Britto* or *Embrey* does it teach, suggest, or motivate limiting the payees available for a payer to submit a payment through a processing agent's sever based on an analysis of the credit risk associated with completing the transaction on behalf of that payer. In contrast to the combination of *Britto* and *Embrey*, the method of Claim 1 allows a processing agent (i.e., service provider) to offer payment services to network users associated with various levels of risk while limiting (or expanding) the payees available to that user based on that risk to the processing agent of completing the payment transaction on behalf of the payer.

For at least the above stated reasons, the Applicants respectfully contend that the combination of *Britto* and *Embrey* fails to teach, suggest or motivate all of the claim elements of amended independent Claim 1. Therefore, the Applicants respectfully contend that amended independent Claim 1 is allowable. Additionally, the Applicants respectfully assert that all remarks addressed to the novelty of amended independent Claim 1 are also applicable to amended independent Claims 24 and 56. Therefore, the Applicants respectfully assert that amended independent Claims 24 and 56 are also in condition for allowance for at least the same reasons as amended independent Claim 1.

Further, the Applicants respectfully assert that the claims depending from any of the amended independent Claims 1, 24, and 56 are allowable as a matter of law, notwithstanding the recitation of patentable features that may be included in any of the dependent claims. For example, dependent Claims 65 and 75 describe a change in payer status based on a stored payment history. Thus, with a proven history of successful payments, a user's status may be improved thereby allowing more payment functionality to be available to that particular user. Conversely, if a user begins to not honor the payment transactions, their payer status may be hindered thereby removing some of the payment functionality available to that user. This functionality, and similar functionality described in several other dependent claims, is not taught, suggested, or motivated by *Britto*, *Embrey*, or the combination thereof. Moreover, the additional features discussed

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in dependent Claims 59-64, 66, 69-74, and 76 also are allowable over the cited references.

The Applicants believe they have responded to each matter raised by the Office Action. Allowance of the claims is respectfully solicited. If there are any issues that can be resolved by a telephone conference or an Examiner's amendment, the Examiner is invited to call the undersigned attorney at (404) 853.8253.

**Conclusion**

Reconsideration of the application is requested in light of the amended claims and the remarks. The Applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or additional fees are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

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